

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

John W. Germaine & Xiaohong Zhang-Germaine 'et al'

vs.

Case Number: 13-C-864

Hawks Quindel Ehlke & Perry, S. C. 'et al'

13 C 823

COMPLAINT

A. JURISDICTION

1. John W. Germaine, resides at
(Plaintiff)
205 E. School Road, at Cottage Grove, WI. 53527
(Address)
(City, State)

2. Defendant Hawks Quindel Ehlke & Perry, S. C. is employed as
(Name of First Defendant)
Company at 222 E. Erie Street Suite 210,
(Position and Title, if any)
(Address)
Milwaukee, WI. 53201-0442

3. Defendant Barbara Zack Quindel is employed as
(Name of Second Defendant)
Attorney at 222 E. Erie Street Suite 210,
(Position and Title, if any)
(Address)
Milwaukee, WI. 53201-0442

(WDWI rev. 4/07) (Non-Prisoner Complaint)

B. CAUSE OF ACTION

On the space provided on the following pages, tell what specific incidents or conversations occurred which led you to believe your constitutional or federal rights have been or are presently being violated. IT IS IMPORTANT THAT THE ALLEGATIONS BE BRIEF, BUT SPECIFIC. Do not cite legal authorities, such as earlier court decisions or laws enacted by the legislature or Congress, to support your lawsuit at this early stage of your case.

Civil Rights Complaint 13-C-864

Pro Se Form

Begin statement of claim:

On or about August 11, 2008 the plaintiffs John W. Germaine and Xiaohong Zhang- Germaine, AKA Xiaohong Germaine, Contracted Employees of Sussek Corporation USA called from Suzhou PRC to Lynn Novotnak Attorney with the law firm Hawks Quindel Ehlke & Perry, S. C. in Milwaukee WI. The parties reviewed all the legal issues and illegal actions involved first with regarding a Breach of Contract of the GM John Germaine and Vice GM Xiaohong Zhang-Germane during an unexpected meeting in with Mr. Chris Sussek President of Sussek Machine Corporation in Waterloo, WI. The Heretofore Pro Se John W. Germaine and Plaintiff Xiaohong Zhang-Germane had been illegally discharged from their Independent Contract Positions in Suzhou China to setup a factory for Sussek Corporation in the states. Mr. Sussek was accompanied by the owner of a global Asia Pacific Search firm and his girlfriend later his wife. HR was never involved or present. Mr. Sussek had no separation agreement with him but simply tells the Pro Se and GM "he is getting old like his father and should retire and enjoy life." Mr. Sussek is fully aware the GM John Germaine and Vice GM Xiaohong Zhang-Germane have almost 3 years left on their China Employment Contracts. The factory is completed in record time and already Six Sigma Approved, ISO Approved, and Approved to manufacture John Deere Parts from both the US and China operations.

In addition to the **independent contracts** the Pro Se plaintiff and Xiaohong Zhang-Germane have expatriate contracts, shipment of their personal items, persons, vacation contracts, expatriation, etc. all left broken by Sussek Corporation with the goal to replace them with Cheap China Labor now that the factory was moving forward.

The very next day after the arrival on July 27 Mr. Chris Sussek and Mr. Dave Dieck begin interviewing the Pro Se's replacement. In addition they attempt to steal the passports with Z work visas in them in order to hide our status as independent contractors. However we immediately seek the advice of Jonathan Jiang from an Australian law firm in the zone and with the help of the police Mr. Sussek is forced to return the passports the same day. Jonathan Jiang Attorney at Law takes our case to the arbitrator in China and will testify to the fact that Mr. Sussek lied to the Chinese arbitrator stating we worked for the USA as Employees at Will. In his deposition to the ERD court Mr. Sussek states, having been legally advised, we worked on Contract for the US operation, the truth. In China an expatriate cannot live and work without a contract. We would have been illegal's and the WFOE would have been illegal.

(WDWI rev. 4/07) (Non-Prisoner Complaint)

Our attorney Lynn Novotnak sends Claims and copies us including Work Place Harassment, Age Discrimination, retaliation and Breach of Contract, etc. with respect to the illegal Terminations of the parties Expatriated Employment Contract against Sussek Corporation to Mr. Chris Sussek announcing her involvement in the states. The Plaintiffs are still in China.

As expatriated and contracted employees in the setup from ground of a WFOE in Suzhou, China the Plaintiffs become independent contractors in August 2008. Once again, Sussek Machine Corporation, as Mr. Sussek states in the **US Court, Deposition of CHRISTOPHER SUSSEK Wednesday, June 27, 2012 @10:02 a.m. at HAWKS QUINDEL, S.C.** as well as in a letter between the lawyers Jonathan Jiang & Lynn Novotnak on the perjury and later Termination **without cause of both plaintiffs.**

He submits per IRS rules on Expatriates Letters we obtained from the tax Authority in which Mr. Sussek states "we left the company." He certifies these letters. If we could work and live in China without contracts he would not have to make perjure himself with the arbitrator to win his case in China. People can work in a limited capacity on an F visa but must leave the country after three months. **We did not leave until we were forced after two years!! After completing in record time the factory with most all the difficult work and on our way to success. Now Mr. Sussek thinks he can hire cheap local labor and breach our contracts.**

On August 11, 2008 a contract between John and Xiao Germaine AKA Xiaohong Zhang-Germaine **(the "Clients")** and HAWKS QUINDEL EHKE & PERRY, S. C. AKA HAWKS QUINDEL **(the "Attorneys")**, with respect to the provisions of legal services written in the Contract from HAWKS QUINDEL **(Heretofore the Law Firm)** are signed on 8/14/2008 by the "Clients" and on 08/16/2008 by Lynn M. Novotnak, Attorney at the Law Firm for the "Attorneys" of the Law Firm.

The Purpose of the agreement as stated in the document is **"to retain the Attorneys to represent him/her (i.e. the "Clients") with respect to Employment claims against Sussek Corporation."** Included in the contract the "Attorneys" provide the "Clients" with the following dated August 11, 2008 from Lynn Novotnak;

"...facts and circumstances that give rise to claims of breach of contract and age discrimination."

The Contract signed by all parties to the Law Firm agrees the potential for conflict existsOn the other hand, dual representation in circumstances such as these is far more economical than for each of you... .

However, at no point afterwards does Ms. Novotnak represent the Plaintiff Xiaohong Zhang-Germaine in any case on any issue in any court. The plaintiff John W. Germaine requests Xiaohong Zhang-Germaine's Workplace Harassment and hostile environment as well as breach cases is filed timely and along with ERD Case Number 200803688. Nothing happens. This never happens the attorney disappears and never shows up for a retaliation hearing than after three years of paying her and the law firm for their services we are told

she has retired. We have never received performance on the contract and as a result time line limitations. The law firm refuses to return a penny of the money in a contract without any force unless it is finished.

This stated with the admittance that both the Pro Se John W. Germaine and plaintiff Xiaohong Zhang-Germaine as Clients entered a contract with the Attorneys, Hawks Quindel SC as stated in the contract. The "Attorneys (Hawks Quindel SC) having breached and failed in any manner to represent Xiaohong Zhang-Germaine that in No issue in this breached contract the entire time the Attorneys remain under contract they attempt nothing to fulfill their obligations in any form to represent Xiaohong Zhang-Germaine. Than to make things worse after continuing to take the clients money all of a sudden Ms. Novotnak fails to show for a legal hearing. This is followed by a letter in which an administrator answers an email stating she has retired!!!!

At the least attorneys are plural and Hawks Quindel would be foolish to state the Law Firm had no time table for her retirement and no intention of informing or negotiating another attorney to assist the Clients case. SEE: Wisconsin - Chapter 893 & Secs. 893.54, 893.55, 893.57. SEE: Foster v. Murphy 686 F.Supp.471, 474 (1988); O'Connor v. United States (1987) 669 F. Supp. 317,324. Also SEE: Haines v. Kerner (1972) 404 U.S. 519,520 (per curiam); accord Hughes v. Rowe (1980) 449 U.S. 5, 15 (per curiam).

The only place that Xiao Germaine's name appears on legal documentation is for fees for services that the Plaintiff never received. A law firm can avoid a case than walk away with the Clients money? A law firm is allowed to steal its client's money SEE: Dowd I, 181 Ill.2d at 470, and 693 N.E.2d. At 364. SEE: ILRPC 1.16(a) (3), cmt. [4]. In this case the law firm allowed the lawyer to leave without prior notice, as well as without prior representation of any kind per the contract with the plaintiff SEE: SCR 20:5.1 Responsibilities of partners, managers, and supervisory lawyers: SEE: Wisconsin Rules of Professional Conduct. Also SEE: Foster v. Murphy 686 F.Supp.471, 474 (1988); O'Connor v. United States (1987) 669 F. Supp. 317,324. Also SEE: Haines v. Kerner (1972) 404 U.S. 519,520 (per curiam); accord Hughes v. Rowe (1980) 449 U.S. 5, 15 (per curiam).

To rub salt into the injury the law firm refuses to return any payments and delivers empty boxes without one single correspondence and lost files the plaintiff had not requested sent to her now forcing a Pro Se to take up her case as a result of her disabilities.

The boxes are empty when left on the plaintiff's front porch of even the valuables given to the "Attorneys". The Plaintiff Xiaohong Zhang-Germaine gave the attorney beautiful pearls and silk scarf's. There is witlessness the neighbors to this event. SEE: SCR 20:5.3 SEE: ADA and SEE: Foster v. Murphy 686 F.Supp.471, 474 (1988); O'Connor v. United States (1987) 669 F. Supp. 317,324. Also SEE: Haines v. Kerner (1972) 404 U.S. 519,520 (per curiam); accord Hughes v. Rowe (1980) 449 U.S. 5, 15 (per curiam).

Xiao Germaine does not read or write English very well, however speaks English excellent and served this country as a pilot in the US Air Force. In addition Xiao Germaine is a minority woman born in China that has served her country. The Pro Se has requested over and over in correspondence to the ERD to assign an EEOC number to file an appeal without one single

response. This is a tragedy of the American Justice System failure. **SEE:** Title VII/ADA/ADEA **SEE:** Foster v. Murphy 686 F.Supp.471, 474 (1988); O'Connor v. United States (1987) 669 F. Supp. 317,324. Also **SEE:** Haines v. Kerner (1972) 404 U.S. 519,520 (per curiam); accord Hughes v. Rowe (1980) 449 U.S. 5, 15 (per curiam).

In Conclusion: In a letter dated September 8, 2008 and another August 20, 2008 Lynn Novotnak of Hawks Quindel explains she **has been retained to represent John W. Germaine and Xiaohong Zhang-Germaine**. The statement is a complete falsification and the Pro Se and Plaintiff Request all payments for service with Hawks Quindel plus damages for lost service on time lines and if the issue cannot be resolved we ask for a Jury Demand, the return of all funds and punitive damages.

11/21/2013 

C. REQUEST FOR RELIEF

1. I do request that I be allowed to commence this action without
(do, do not)
prepayment of fees and costs, or security therefore, pursuant to 28 U.S.C. §1915. The
attached affidavit of indigence has been completed and is submitted in support of this
request for leave to proceed in forma pauperis.

2. In the following space, please indicate exactly what it is you wish this court to do.

State exactly what you want the court to do for you. Make no legal arguments. Cite no cases or
statutes. DO NOT USE THIS SPACE TO STATE THE FACTS OF YOUR CLAIM. USE IT
ONLY TO REQUEST REMEDIES FOR THE INJURIES YOU COMPLAIN ABOUT. Use only
the space provided. The court strongly disapproves of requesting remedies outside the space
provided.

/Standard Legal Procedure including requesting all communications by E-Mail as a result of ADA
rules and for all parties to complaint to respond to the Plaintiff's communications and copy the
plaintiff on requests and/or to the court. Than beginning with Arbitration to insure all
Defendants are identified as participants in the Breach and cover up of the lost services
including value of lost services and payments, and payments from the date of retirement by the
Lawyer of the law firm with a fair interest on back payments of approximately 19% and/or
determination by the court as well as all tax payments made by the law firm. Punitive damages
and in addition as a result of the tortuous mistreatment of the Plaintiff(s) and his wife disabled
and living without these payments as a result of the services and during the period beginning
with disability retirement as benefit was needed for medical and other living needs as well as
psychological well being, for the court to award damages as it feels legally justified and as
discussed with a court appointed attorney. All other damages that a Jury Demand will allow
including for filing etc. and that the Pro Se may be unaware of until discussion with legal
counsel. **SEE:** Foster v. Murphy 686 F.Supp.471, 474 (1988); O'Connor v. United States (1987)
669 F. Supp. 317,324. Also **SEE:** Haines v. Kerner (1972) 404 U.S. 519,520 (per curiam); accord
Hughes v. Rowe (1980) 449 U.S. 5, 15 (per curiam). /

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 19 day of November, 2013.

/John W. Germaine/

(Signature)

205 E. School Road

(Street or PO Box)

Cottage Grove, WI. 53527

(City, State Zip Code)

608 839 1381

(Area Code and Phone Number)